

ASSIGNMENT OF PAID-UP OIL AND GAS LEASE

THIS ASSIGNMENT OF PAID-UP OIL AND GAS LEASE, made this 15th day of December, 2010, is by and between BERYL E. MASON, widow, of Moundsville, West Virginia, (hereinafter referred to as "Lessor/Assignor") and **MASON ENERGY, LLC**, a West Virginia limited liability company (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, the Lessor/Assignor is a party to a Paid-Up Oil and Gas Lease, dated the 27th day of October, 2009 ("Lease") whereby the Lessor leased all of her oil and gas rights underlying certain real property owned by her in Washington District, Marshall County, West Virginia, known as Tax Parcel numbers 14-04-43 and 14-3-11, consisting of 155.18 acres, to TriEnergy Holdings, LLC ("Lessee"), who has leased the right to explore for, drill for, develop, treat, produce, operate for, gather and market oil and/or gas, a copy of which said Lease is attached hereto and incorporated herein by reference;

WHEREAS, TriEnergy Holdings, LLC recorded a Memorandum of Oil and Gas Lease dated the 27th day of October, 2009, which is of record in the Clerk of the County Commissioner's Office of Marshall County, West Virginia in Deed Book 691, Page 84.

WHEREAS, simultaneous with the execution of this Assignment, the Lessor/Assignor has transferred all of the mineral rights owned by her underlying that 155.17 acre parcel to the Assignee; and

WHEREAS, the Lessor/Assignor now desires to assign all of her rights, duties and obligations under the Lease to Assignee and Assignee desires to assume all of Lessor/Assignor's rights, duties and obligations under the Lease.

HERNDON MORTON HERNDON & YEAGER
83 EDGINGTON LANE
WHEELING, WV 26003-1541

NOW, THEREFORE, in consideration of the mutual terms and covenants contained in this Assignment of Paid-Up Oil and Gas Lease, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Lessor/Assignor does hereby sell, assign and transfer all right, title and interest in and to the Lease as well as any royalty interested receivable thereunder to the Assignee.

2. The Assignee hereby agrees to assume and abide by all covenants, duties and obligations imposed on the Lessor/Assignor under the Lease, and such covenants, duties and obligations will hereinafter inure directly to and be for the benefit of the Assignee.

3. The Assignee agrees to indemnify, defend and hold the Lessor/Assignor harmless from and against any and all debts, liabilities, obligations of or claims (including reasonable attorney's fees and costs) against Lessor/Assignor of any nature whatsoever related to the Lease or the obligations of Lessor/Assignor thereunder.

IN WITNESS WHEREOF, the parties have signed below as of the date first written above.

LESSOR/ASSIGNOR

ASSIGNEE

MASON ENERGY, LLC

Beryl E. Mason
BERYL E. MASON

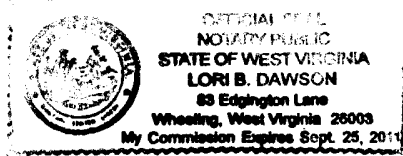
Beryl E. Mason
Beryl E. Mason, Sole Member

STATE OF WEST VIRGINIA,
COUNTY OF MARSHALL, to-wit:

The foregoing instrument was acknowledged before me this 15th day of
December, 2010 by BERYL E. MASON.

Lori B. Dawson
Notary Public

My Commission Expires: 9-25-2011
OFFICIAL SEAL:

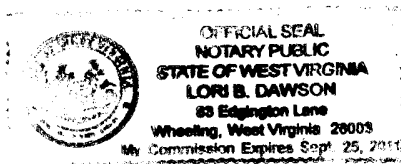


STATE OF WEST VIRGINIA,
COUNTY OF MARSHALL, to-wit:

The foregoing instrument was acknowledged before me this 15th day of
December, 2010 by MASON ENERGY, LLC, Beryl E. Mason, Sole Member.

Lori B. Dawson
Notary Public

My Commission Expires: 9-25-2011
OFFICIAL SEAL:



HMHY#79103

**PAID-UP
OIL AND GAS LEASE**

West Virginia

This Paid-Up Oil and Gas Lease (the "Lease") is made and entered into this 27th day of October 2009 (the "Date Hereof") by and between Beryl E. Mason, a widow, having an address of RR# 5, Box 148-1, Moundsville, West Virginia 26041 (hereinafter referred to as "Lessor", whether one or more) and TriEnergy Holdings, LLC, P.O. BOX 89, 412 Beaver Street, Sewickley, PA 15143, as Lessee.

1. Granting Provision. Lessor, for consideration, the receipt and sufficiency of which is hereby acknowledged, and of the royalties herein provided and of the covenants and agreements of Lessee hereinafter contained, hereby grants, leases and lets exclusively to Lessee for the purpose of exploring for (including geophysical operations), drilling for, developing, treating, producing, operating for, gathering and marketing oil and/or gas, plus all other rights and privileges that are necessary for or convenient in producing, withdrawing, storing (in above ground containment), transporting, and marketing oil and/or gas in and to the lands covered hereby. Expressly excluded from this Lease are coal, potable water, sand, gravel, or any solid minerals or substances of any type that can be produced from the lands covered hereby separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons. Lessee agrees to act as a reasonably prudent operator assuming the obligation to exercise due diligence and act competently and in good faith taking into consideration the legitimate interests of the Lessor.

2. Description of Leased Premises. The lands covered by this Lease are those certain tracts or parcels of land situate in Washington District, Marshall County, West Virginia, Tax Parcel No. 14-4-43 (155.24 acres) and 14-3-11 (4.855 acres), being the same property conveyed to Lessor by Lloyd Dorsey et al, dated April 24th, 1964 and recorded in Deed Book 369, page 154; and being the same property conveyed Robert C. Morris, as executor, dated November 24th 1986 and recorded in deed book 530, page 102, of the recorder of deeds office in the abovementioned county and state. The total acres of all lands covered by this Lease are 155.17 acres, more or less. This Lease includes any interest in said lands that Lessor currently owns and/or hereafter acquires by reversion or prescription. This Lease covers any and all easements, roads, rights-of-way, bodies of water and small strips, strings or parcels of land that are owned or may be claimed by Lessor that traverse, adjoin or are contiguous to the lands specifically identified hereunder. The foregoing notwithstanding, it is not intended for this Lease to include any lands now owned or subsequently owned by Lessor other than those specifically described herein. All lands and/or rights in and to the oil and gas hereby leased by Lessor to Lessee, including all subsurface strata or horizons, are hereinafter referred to as the "Leased Premises".

3. Term. This Lease shall be and continue in full force for a Primary Term of Five (5) years from the Date Hereof (the "Primary Term") and for a secondary term that is for so long thereafter (after the Primary Term) as oil and/or gas are being produced, or capable of producing, in paying quantities, as determined by Lessee, or this Lease is otherwise maintained pursuant to the provisions hereof.

4. Lessor Royalties. Subject to the terms and conditions hereof, Lessee shall pay or deliver to Lessor, as royalty, the following:

(a) As royalty for oil, Lessee shall deliver to the Lessor, free of production cost, the equal Eighteen and 75/100 percent (18.75%) part of all oil produced and saved from the Leased Premises or, at Lessee's option, Lessee may pay to Lessor such Eighteen and 75/100 percent (18.75%) of the gross proceeds realized by Lessee for all oil produced, saved and sold from the Leased Premises; and,

(b) As royalty for gas, Lessee shall pay to Lessor the equal Eighteen and 75/100 percent (18.75%) of the gross proceeds realized by Lessee for all gas produced and sold off the Leased Premises, as metered at a point on the Leased Premises or on lands pooled or unitized therewith. For all gas so produced and sold, the volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a temperature base of 60 degrees Fahrenheit unless adjusted to the average of hourly temperatures if the actual temperature of the gas flowing through the sales or royalty meter is recorded.

It is understood that Lessee may withhold royalty payments due Lessor until such time as Lessor's total accumulated royalties exceeds Thirty dollars (\$30.00).

5. **Paid-Up Lease Consideration.** This Lease is made on the condition that it will become null and void and all rights hereunder shall cease and terminate unless Lessee pays to Lessor, within Ninety (90) days from the Date Hereof, the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per net mineral acre subject to this Lease, which payment shall be considered as payment in full for consideration of this Lease during the entire Primary Term hereof.

6. **Notice of Operations.** Lessee will provide Lessor reasonable advance notice of certain of Lessee's operations on the Leased Premises, including activities such as surveying of well locations, construction of access road, excavation and construction of well site or drilling pad or the performance of other excavation work and mobilization of the drilling rig.

7. **Lessor's Interest.** If Lessor owns less of an interest in the oil and gas related to the Leased Premises than the entire and undivided fee simple estate herein leased, then the royalties, shut-in royalties, lease payments and any other payments made to Lessor by Lessee shall be in the proportion to which Lessor's interest bears to the whole and undivided estate. If the Leased Premises shall hereafter be subdivided, the Leased Premises shall nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety, and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each owner bears to the entire Leased Premises. This Lease covers only the oil, gas and mineral rights owned by the Lessor in the Leased Premises, based on the information filed of record in the relevant property records of the Recorder's Office of the county in which the Leased Premises are located.

8. **Ancillary Rights.** It is understood that the intent of this Lease is for Lessor to lease, let and grant unto Lessee all rights, privileges, obligations and duties associated with the exploration, drilling, production and operation of oil and gas only from the Leased Premises or from lands pooled or unitized therewith. Therefore, should Lessee require rights that do not specifically relate to its activities for drilling, production and/or operations of oil and gas from the Leased Premises or from lands pooled or unitized therewith, Lessee must obtain such rights by separate agreement, if and when necessary. To this end, Lessor grants to Lessee the full right of ingress, egress, and regress on, over, under and through the Leased Premises with the right to transport by pipelines or otherwise, oil, gas, water and their constituents produced and/or saved from the Leased Premises or

from lands pooled or unitized therewith. It is understood and agreed that the right of Lessee to install any pipeline(s) hereunder is limited strictly to the transportation of oil, gas, water and their constituents produced and/or saved from the Leased Premises or from lands pooled or unitized therewith. The area of the Leased Premises related to the installation of any such permitted pipeline shall not exceed twenty (20) feet in width during construction, initial installation, repair and/or replacement of the pipeline, and shall be maintained to a permanent or operating width of twelve (12) feet after any such construction. The "double-ditch" method of pipeline installation (i.e. – sharing a common ditch) shall be employed by Lessee on the Leased Premises where practicable. In addition to the foregoing, Lessor grants to Lessee the following exclusive rights: (i) the right to inject water, air, brine, gas and other fluids into subsurface strata for enhanced or primary oil and/or gas recovery or production; (ii) the right of ingress, egress, and regress, as well as the right to lay and maintain pipelines as granted hereby, shall apply to the entire Leased Premises throughout all terms hereof, notwithstanding any release or other termination affecting any portion of the Leased Premises; (iii) the right of placing electric and telephone lines over the Leased Premises for any operations related to this Lease; (iv) the right to erect necessary buildings, tanks, towers, meter stations or other necessary structures strictly related to Lessee's operations for the benefit of production from the Leased Premises; (v) the right to use, free from royalty, sufficient oil or gas produced from the Leased Premises for the operation of a compressor, at or near the well thereon, specifically for the enhancement or attempted enhancement of the production of oil or gas from the Leased Premises to the mutual benefit of the parties hereto; (vi) the right to conduct seismic or other geophysical operations on the Leased Premises and to contract with third parties to conduct such operations for Lessee's account and use, but only when it relates to the potential production of oil or gas related to the Leased Premises or to lands pooled or unitized therewith; (vii) the right to sublease, subdivide and/or release all or any portion of the Leased Premises; and, (viii) the right to surrender all or any portion of this Lease at any time and thereupon Lessee shall be fully discharged from all future obligations, covenants and conditions herein contained relating to the part or portion so surrendered. Except for Lessee's right to terminate this Lease pursuant to Article 21 hereof, no surrender by Lessee shall relieve it of the obligation to pay Lessor any lease payments due in accordance with the provisions of this Lease or to restore and/or reclaim any portion of the Leased Premises affected by Lessee's operations hereunder.

Any of Lessee's pipelines permanently installed on or across the Leased Premises shall be buried with sufficient cover. Lessee shall bury its pipelines below plow depth (i.e. – at least 3 feet deep. No well shall be located within two hundred (200) feet from any house and/or dwelling structure now on the Leased Premises, without Lessor's consent, such consent not to be unreasonably withheld or denied. Lessee shall have the right to remove its fixtures, equipment and materials, including well casing, from the Leased Premises at any time during which this Lease is in force and effect and for up to ninety (90) days after the termination or expiration thereof; however, except for equipment needed for the operation of any producing well(s), Lessee will remove all debris, equipment and personal property that Lessee placed on the Leased Premises within six (6) months of the completion of its drilling operation, unless Lessee obtains Lessor's prior written consent to the contrary.

9. Reservations by Lessor. Lessor reserves all rights not explicitly granted to Lessee under this Lease, including, specifically, the following:

(a) Lessor reserves the right to raise livestock and grow all types of crops including timber on the Leased Premises. If Lessor is currently using or elects in the future to use all or any part of the Leased Premises to raise livestock, Lessee will construct the necessary fence, gates and cattle guards around its facilities (i.e. – wellhead, meter, tanks and all other

well/production related equipment) to accommodate Lessor's use of the Leased Premises for raising livestock. At Lessor's request, Lessee will install a gate at the entrance to any access road on the Leased Premises used by Lessee for its operations hereunder.

(b) Lessor reserves the right to initiate or continue irrigation and agricultural activities on the Leased Premises. If Lessor decides to conduct agricultural activities on the Leased Premises that include irrigation and recognized soil conservation practices, Lessee will reasonably accommodate Lessor's agricultural use of the Leased Premises.

(c) This Lease is intended to cover any and all oil, gas and their constituent parts or products produced in association therewith. This Lease does not include and there is hereby excepted and reserved unto Lessor all other minerals, energy and/or substances, including sulfur, coal, lignite, uranium and other fissionable materials, geothermal and wind energy, base and precious metals, plus any bluestone, sandstone or limestone presently owned by Lessor in, under or upon the Leased Premises, together with rights of ingress and egress and use of the Leased Premises by Lessor and its agents, and or mineral lessees, for purposes of exploration for and production and marketing of the materials and minerals excepted and reserved herein by Lessor, provided that such activities do not materially interfere with Lessee's own rights and purpose hereunder.

(d) Mutual Consent to Well Locations – Prior to the excavation of any area of the Leased Premises designed by Lessee to locate a single or multiple well drilling area ("Pad"), Lessee will provide Lessor with a drawing or schematic that shows the exact location of such Pad. Lessor shall have up to fifteen (15) days from receipt of the drawing/schematic within which to either approve the location of the Pad or provide Lessee, in writing, with a preferred alternate location. If Lessor does not respond to Lessee either way within the fifteen (15) day period, it shall be considered that Lessor has approved the location of the subject Pad. Lessor acknowledges that geology and optimal hydrocarbon recovery are the primary basis for where Lessee needs to place the location of any Pad and, therefore, Lessor's approval of any Pad shall not be unreasonably withheld or denied. Time is of the essence in this process.

(e) Condemnation – Any and all payments made by a condemnor on account of a taking by eminent domain of any portion of Lessor's interest in the Leased Premises shall be the property of Lessor.

(f) Compressor Stations – Without a separate written agreement, there shall be no natural gas compressor constructed on the Leased Premises, except for a small compressor necessary for the benefit of any well(s) located on the Leased Premises or on lands pooled or unitized therewith. In the case of such compression, Lessee may use natural gas produced from the Leased Premises in the operations of any such compressor.

(g) All of the rights retained by Lessor and the rights granted the Lessee herein shall be exercised in such manner that neither shall unreasonably interfere with the operations of the other upon the Leased Premises. Ultimately, however, Lessee's activities shall have preference, as the primary purpose of this Lease is for the development of oil and gas from the Leased Premises.

10. Shut-In Royalties. Notwithstanding anything herein to the contrary, if all wells on the Leased Premises or on a Unit that includes all or a part of the Leased Premises capable of producing oil and/or gas in paying quantities, or production therefrom is not being sold by Lessee, are shut-in for a period of three hundred sixty five (365) consecutive days, and there is no current production from or operations on the Leased Premises sufficient to keep this Lease in force or when this Lease is not otherwise kept in force by other provisions of this Lease, the Lessee may maintain this Lease

in effect by tendering to Lessor a shut-in royalty equal to Five Hundred Dollars (\$500.00) for each acre of the Leased Premises that is part of the acreage contained in any Unit, as described herein. Said shut-in royalty shall be paid or tendered to the Lessor within 30 days after the end of each 365 day period in which all wells are so shut-in. Upon payment of the shut-in royalty as provided herein, this Lease will continue in force during all of the time or times while such wells are so shut-in.

11. Pooling/Unitization. Lessor hereby grants Lessee the right and option to pool, unitize or combine all or any portion of the Leased Premises, as to any or all formations, with other lands and/or mineral rights, whether contiguous or not, leased or un-leased, whether owned by Lessor or others, so as to create one or more production unit (a "Unit") for the production and sale of oil and/or gas. Lessee's right to establish any such Unit may be made at any time either before or after the commencement of drilling operations or production of oil and/or gas within the Unit. In the event all or any portion of this Lease is so unitized, Lessor agrees to accept in lieu of any royalty recited herein above such proportionate share of such royalty as the amount of the Leased Premises contributed to the given Unit (based on acreage) bears to the total number of acres comprising the Unit. Any Unit created by Lessee shall conform with the respective acreage amounts set forth in sub-sections (a) or (b) below; provided, however, that larger Units may be formed to conform to any well spacing or density pattern, whether in the opinion of Lessee or as may be required by any governmental authority having the requisite jurisdiction; but in no event shall any Unit exceed the amounts set forth below by more than 10% of the corresponding acres described, except in cases where a governmental rule or order determines otherwise or with Lessor's written approval. Furthermore, there shall be no limit to the number of wells Lessee may drill and produce within a given Unit.

(a) SINGLE WELL UNITS (including vertical and/or horizontal wellbores): any Unit designed to contain only one (1) well shall not exceed three hundred twenty (320) acres;

(b) MULTIPLE WELL UNITS (including vertical and/or horizontal wellbores): any Unit designed to contain 2 or more wells in the same Unit shall not exceed six hundred forty (640) acres.

Lessee may create a Unit or Units at any time during the term of this Lease by executing an instrument identifying the Unit, describing the portion of the Leased Premises contained in the Unit and the well(s) (existing and/or planned) contained therein, and Lessee shall mail a copy thereof to the Lessor's last known address. Lessee shall have the recurring right to revise any Unit formed hereunder, as to area and/or number of intended wells, either before or after commencement of production. In the event of a revision, Lessee shall execute a written instrument describing the revised Unit and stating the effective date of the revision. Lessee shall mail a copy thereof to the Lessor's last known address and the proportion of Unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Lessee may terminate the Unit by filing of record a written declaration describing the Unit and stating the date of termination.

Production, drilling or reworking operations anywhere on a Unit that includes all or any part of the Leased Premises shall, except for the payment of royalties, be treated as if the production drilling or reworking operations were also on the Leased Premises.

12. Payments. Lessee shall make or tender all payments due Lessor hereunder by check or wire transfer, payable to Lessor and mailed to Lessor's last known address. No change of address shall be binding on Lessee until it receives adequate written notice of such change by or on behalf of Lessor. Payment tendered via United States Postal Service or any other comparable method (i.e.

– overnight courier service) shall be deemed complete upon mailing or dispatch. Payments to Lessor pursuant to this Lease are covenants, not special limitations, regardless of the manner in which these payments may be invoked. No failure on the part of Lessee to timely or otherwise properly tender payment to Lessor will result in an automatic termination, expiration, cancellation or forfeiture of this Lease. With the exception of the initial Lease Payment due Lessor pursuant to Article 5 hereof, if Lessor notifies Lessee, in writing, that Lessee is in default of any payment due Lessor as provided for hereunder and if Lessor and Lessee are unable to agree on the nature or validity of such default within 30 days of Lessee's receipt of Lessor's written notice of default, Lessee shall place such disputed amount in an interest bearing escrow account with a qualified independent escrow agent. The escrow agent shall be directed to hold the disputed funds in escrow until the matter is resolved and the escrow agent receives a written release signed by Lessee and Lessor. The cost and counsel fees of the prevailing party as to the accuracy and validity of the disputed amount shall be borne by the other party.

13. Drilling Operations; Cessation of Production.

(a) If at the end of the Primary Term, oil or gas is not being produced from the Leased Premises or from lands pooled or unitized therewith, but Lessee is actively engaged in drilling operations or reworking or recompleting operations thereon, the commencement of which was on or before the last day of the Primary Term, the term of this Lease shall be extended for so long as operations on said well or any additional well is prosecuted with no cessation of more than ninety (90) consecutive days, and if the result is the production of oil or gas, this Lease shall remain in full force and effect for so long as oil or gas is produced from the Leased Premises or from lands pooled or unitized therewith.

(b) If, after the expiration of the Primary Term of this Lease, a well that produces oil or gas (or a well that is shut-in for any reason or cause) that is located on the Leased Premises or on land pooled or unitized therewith, is plugged and abandoned and is the only remaining well that maintains this Lease in force and effect, this Lease shall not terminate provided that Lessee commences operations for the drilling of a new well within ninety (90) days after the plugging and abandonment of such last well; and this Lease shall remain in full force and effect as to the entire Leased Premises provided that such operations are diligently carried on with no cessation of more than sixty (60) consecutive days, subject to force majeure; and if such operations result in the production of oil and/or gas, then this Lease shall continue for so long thereafter as oil or gas is produced from the Leased Premises or from lands pooled or unitized therewith.

(c) As used in this Lease: "drilling operations" shall mean the conduct of drilling operations with a drilling rig on the Leased Premises or on land pooled or unitized therewith, together with the attendant equipment needed to drill a well to any permitted depth; and, "reworking or recompleting operations" shall mean any operations conducted to cause a well on the Leased Premises or on land pooled or unitized therewith to produce oil or gas with the equipment on site necessary to conduct such reworking or recompleting of the well with operations conducted in a good and workmanlike manner and prosecuted with reasonable diligence.

14. Free Gas Payment. Should gas be produced from one or more wells located directly on the Leased Premises, Lessor shall receive annually a cash payment "in lieu of usage" for the equivalent amount of three hundred thousand (300,000) cubic feet of gas. In the event of a Unit, this annual payment is limited to only those Lessor(s) upon whose property a well is physically located. The price to be paid the Lessor for any subject year will be based upon the wellhead price for the month of December of that year, as published in the "U.S. Natural Gas Wellhead Price

(Dollars per Thousand Cubic Feet)" published by the Energy Information Administration or such other natural gas pricing publication agreed to by Lessor and Lessee. Payment to be made on or before the last day of March in the year immediately following the year a given payment relates.

15. No Gas Storage. This Lease does not grant Lessee the right to intentionally inject gas, whether the source is from the Leased Premises or other lands, into any strata or formation underlying the Leased Premises as storage for future extraction, use and/or sale. During the term of this Lease, however, Lessee is granted a right of first refusal to match any bona fide written offer Lessor receives from a third party to lease or acquire any such underground gas storage rights. Lessee shall have thirty (30) days from receipt of such bona fide written offer within which to agree to match the terms and condition thereof.

16. No Disposal Wells. Without a separate written agreement from Lessor, Lessee shall not have the right to drill or install a separate waste water or waste fluid disposal well on the Leased Premises.

17. Partial Releases. Lessee shall have the right at any time and from time to time during the term of this Lease to release any of the Leased Premises subject to this Lease and thereby Lessee shall be relieved of all future obligations thereafter accruing as to the acreage so released, provided that Lessee may not release any portion of this Lease included in a Unit as long as operations are being conducted on such Unit. The release, surrender or termination of any portion of this Lease for any reason shall not relieve Lessee of its obligations for lease payments and/or royalties due under this Lease or its liability or responsibility for any damage, loss, liability or claim resulting to Lessor as a result of or in connection with Lessee's operations hereunder or any other obligation arising under this Lease prior to such release, surrender or termination. For the purpose of this Lease "damage" shall mean the reimbursable value of or the restoration or reclamation to crops, timber, fences, drain tiles, existing roads, buildings and other property of Lessor due to the operation of Lessee on the Leased Premises. Lessee shall record an appropriate document indicating any such release in the public records of the county in which the Leased Premises are located.

18. Care in Operations.

(a) Surface Provisions.

(i) Lessee shall be responsible for all acts and actions on the Leased Premises that Lessee undertakes or are undertaken by any third party on Lessee's behalf. All operations conducted by Lessee, its agents, contractors, or assigns relative to this Lease shall comply with federal, state and local law, statute, regulation and/or order, including, without limitation, the rules and regulations of the West Virginia Department of Environmental Protection ("DEP"). At all times during Lessee's operations on the Leased Premises Lessee shall maintain any and all surety or performance bonds in good standing with all governmental agencies that require the same, including, but not limited to, the DEP.

(ii) Lessee shall at all times use care and employ reasonable safeguards to prevent its operations from (a) causing or contributing to soil erosion, or degradation of existing terraces, grades, or other soil-conserving structures on the Leased Premises; (b) polluting or contaminating any environmental medium including the surface or subterranean soils and/or waters in, on or under the Leased Premises; (c) materially decreasing the existing fertility of the soil of the Leased Premises; (d) unnecessarily damaging crops, native or cultivated grasses, fruit or nut trees, timber, or pastures, that would be deemed as inconsistent with the purpose of this Lease; or (e) damaging buildings, structures, or farm implements of Lessor on the Leased Premises.

(iii) Lessee shall dispose of salt water and waste oil in accordance with the rules and regulations of the DEP or any other governmental authority having the requisite jurisdiction. Lessee shall use its best efforts to clean up, remove, and remedy any soil or ground water contamination on the Leased Premises that is as a direct result of the activities of Lessee, its agents, employees, licensees or its independent contractors under this Lease.

(iv) Lessee shall not intentionally dispose or release on the Leased Premises or permit to be disposed of or released on the Leased Premises, as a result of its operations, any substances (other than those Lessee has been licensed or permitted to use on the Leased Premises) that is defined as a "hazardous material", "toxic substance", or "solid waste" pursuant to applicable federal, state or local laws, statutes or ordinances.

(b) Surface Damages. Lessee agrees to either repair or pay Lessor (or, if applicable, the surface owner or tenant) reasonable compensation for all damage (as defined in Article 19 hereof) to the surface estate (or any incident thereof) of the Leased Premises incurred in the exercise of the rights and entitlements granted under this Lease. For the purpose of the foregoing, Lessee's rights and entitlements under this Lease include drilling related operations. Such repair work shall be done at the sole expense of the Lessee and shall be completed within 90 days, weather permitting, after the cessation of the related drilling operations upon the Leased Premises. Lessee shall pay for damage caused by its operations to buildings and growing crops thereon at the then current market rate for such crop. If damages cannot be agreed upon, damages will be determined by binding arbitration. Should Lessee need to remove any marketable timber (i.e. - diameter of 10 inches or more at breast height) from the Leased Premises in furtherance of its operations under this Lease, it shall remove the least amount as is reasonably possible. Prior to any such timber removal Lessee shall, at its expense, secure an appraisal of such timber by an independent certified professional forester and such appraisal shall be final and conclusive. Lessee shall then sell such timber and pay Lessor at the appraised value thereof. Upon such payment any cut timber shall, at the option of Lessee, become the property of Lessee. Lessee shall remove any uprooted stumps from the Leased Premises at Lessor's request.

(c) Water.

(i) Lessee shall not have any right to use water from Lessor's springs, ponds, wells, creeks, streams or facilities for any operations hereunder without Lessor's prior approval, which approval shall take the form of a separate written agreement between Lessor and Lessee. Any approved water well drilled by Lessee upon the Leased Premises shall be left intact and become the property of Lessor upon the expiration of this Lease.

(ii) Lessee shall use its best efforts to maintain the quality and quantity of Lessor's domestic water supply by testing the supply prior to and at the completion of its

operations on the Leased Premises. For the protection and integrity of the potable fresh water aquifer underlying the Leased Premises, in addition to adhering to the rules and regulations of the DEP, Lessee shall set (cement) the corresponding well casing (i.e. – water string) approximately three hundred (300) feet deeper than the lowest (based on elevation) stream or valley in the area of the Leased Premises, subject to local aquifer conditions or circumstances, but in no event shall the bottom of such casing be set less than approximately one thousand (1,000) feet below the surface. Should Lessor's potable water supply be polluted or reduced due to Lessee's operations on the Leased Premises, Lessee shall take all reasonable steps to restore water quality and quantity to its pre-existing condition. During the period of remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation.

19. Force Majeure. If drilling, production or other operations of Lessee or of Lessee's fulfillment of any of its obligations hereunder, are prevented, delayed, or interrupted by any governmental rule, regulation, law or order, or by the inability to obtain upon reasonable terms necessary permits, equipment, services, material, water, electricity, fuel, access rights or easements, or by storm, flood, fire, war, sabotage, rebellion, insurrection, riot, strikes, differences with workmen, failure of carriers to transport or furnish facilities for transportation, or as a result of any cause whatsoever beyond the control of the Lessee (each, a "Force Majeure Event"), this Lease shall not terminate, in whole or in part, because of such prevention, delay, or interruption, and the period of such prevention, delay, or interruption shall be added to the term of this Lease. Lessee shall not be held liable in damages for breach of any express or implied covenants or obligations of this Lease for its failure or inability to comply therewith, if such compliance is prevented, delayed, or interrupted as a result of any Force Majeure Event. Lessor and Lessee acknowledge that Federal and State legislation has been proposed relating to potentially stringent regulations of hydraulic fracturing (completion stimulation) of oil and gas wells (the "Frac Law"), which, if enacted, could have a material adverse effect upon the ability of Lessee, or materially increase the cost to Lessee, to develop the Leased Premises and thereafter conduct drilling and other operations thereon. Therefore, if (i) a Frac Law is enacted during the term of this Lease, and (ii) thereafter, in complying with such Frac Law, there occurs a material adverse effect upon the ability of Lessee, or a material increase in the cost to Lessee, as determined in Lessee's reasonable judgment to develop the Leased Premises and/or conduct drilling and other operations thereon, then such event shall be deemed to be a Force Majeure Event and the foregoing provisions of this Article 21 shall apply. In such event, Lessee may suspend each obligation hereunder for a period of up to two (2) years in order to analyze the effect of such a Frac Law on the development and subsequent operations of the Leased Premises, or Lessee may terminate and surrender this Lease as to all or any part, effective immediately, and thereupon, Lessee shall be fully relieved of any and all obligations, lease payments or covenants of this Lease related to the portion so surrendered.

20. Assignment. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any horizon. The rights and obligations of the parties hereunder shall extend to their respective heirs, personal representatives, successors and assigns, but no change or division of the Leased Premises or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee hereunder, including, without limitation, the location and drilling of wells and the measurement of production; and no change or division in such ownership shall be binding on Lessee for any purpose until thirty (30) days after Lessee shall be furnished by certified mail in accordance with the notice provisions hereof with satisfactory written evidence thereof. To the extent any assignment of all or any portion of Lessee's interest hereunder includes the operating rights of the Lessee under this Lease, the assignee of such interest must be at

least as comparable to Lessee in terms of the operating capabilities on the Lease and the financial ability to perform the obligations of Lessee hereunder. At least thirty (30) days prior to any assignment of Lessee's interest hereunder, in whole or in part, Lessee shall provide Lessor with written notice of such assignment reflecting the name of the assignee and the interest conveyed. To the extent that any assignment by Lessee conveys an interest in less than the entire Leased Premises, Lessee further agrees to provide Lessor with a suitable plat depicting the acreage conveyed by the assignment.

21. Lessor Title to Leased Premises. This Lease is made without warranty of title, express or implied. Lessor agrees that Lessee may pay and/or discharge any taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in this Lease if such obligations jeopardize Lessee's ability to perform under the Lease; and Lessee shall be entitled to recover from any such payment and/or discharge, including with reasonable legal interest and costs, based on the prevailing rates/costs in the county in which the Leased Premises are located, by deduction from any future payments to Lessor or by any other lawful means. Lessor retains the right at any time from and after the Date Hereof to mortgage all or any part of the Leased Premises; but any such mortgage shall be subject to the terms of this Lease.

In the event Lessor herein does not have title to the Leased Premises but claims a retained interest in the oil and/or gas subject to this Lease, any moneys due and owing as a result of this Lease shall be paid into escrow with a mutually agreeable escrow agent pending a determination of entitlement. In the event Lessor has title to the Leased Premises, but not clear title to the oil and/or gas rights subject to this Lease, Lessee shall pay any moneys due and owing as a result of this Lease directly to Lessor, on the pre-condition that Lessor agrees in writing to defend, indemnify and hold harmless Lessee from and against any and all claims, demands and causes of action or damage arising therefrom.

22. Indemnity. Lessee agrees to indemnify, release, discharge, defend, and hold harmless Lessor, their heirs, personal representatives, successors and assigns, from and against any and all claims, demands, causes of action, damages, death or personal injury arising out of or resulting from Lessee's operations hereunder, or by any party connected with operations on the Leased Premises under the direction of or at the request of Lessee, and from and against all claims and judgments) incurred by Lessor by reason of any such claims, demands, causes of actions and damages, death or personal injury. This indemnity by Lessee does not cause Lessee or any assignee or successor to indemnify or hold harmless Lessor to the extent of Lessor's own acts or omissions, including Lessor's involvement in the cause of action, claim, damages or demand.

23. Breach. If Lessor believes that Lessee has breached any of Lessee's obligations hereunder, Lessor shall give Lessee written notice of the specific breach and Lessee shall have a reasonable time, but not less than thirty (30) days, to cure, correct or commence to cure or correct such breach, and no action against Lessee, if any, may be taken by Lessor until after the conclusion of such cure period. No default shall be declared against the Lessee for failure to make any payment to Lessor as provided for herein unless Lessee refuses or neglects to pay the same for thirty (30) days after having received written notice from Lessor of such nonpayment.

24. Arbitration. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and any judgment and award rendered by the

arbitration shall be final and conclusive. The cost of such arbitration will be borne equally by Lessor and Lessee.

25. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of West Virginia.

26. Place of Performance. All obligations of Lessee other than arbitration and the payment of money shall be performable in the county or counties in which the Leased Premises are situated. All obligations of Lessee for the payment of money shall be performable in the county of residence of each Lessor. Venue for any action to enforce Lessee's obligations hereunder shall lie in the county in which the Leased Premises are situated.

27. Right to Audit. Lessor shall have the right to examine, audit and inspect the books and records of Lessee pertaining strictly to Lessee's activities on and production of oil and/or gas from the Leased Premises. Prior to any such examination, audit or inspection, Lessor shall first give Lessee a minimum 20 day advance written notice. All such activities on the part of Lessor shall be conducted during Lessee's normal business hours at Lessee's principle office, at the sole cost and expense of Lessor. Lessor agrees to keep all information it examines strictly confidential and not to disclose it, or any information relating to it, to any person other than its accounting/tax advisor, or as is required by law.

28. Severability. If any court of competent jurisdiction holds any provision of this Lease invalid or unenforceable, the other provisions of this Lease will remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

29. Memorandum of Lease. A Memorandum of Lease making appropriate reference hereto, but not this Lease, shall be executed and filed of record in the county in which the Leased Premises are located in order to give constructive notice of the existence of this Lease and of Lessee's leasehold interest in the Leased Premises.

30. Entire Agreement. This Lease represents the entire agreement and understanding between Lessor and Lessee with respect to the terms and conditions hereof. This Lease cancels and supersedes any and all prior written or verbal communication or understanding between Lessor and Lessee. Any subsequent modifications or amendments of this Lease must be in writing, signed by both Lessor and Lessee.

31. Headings. The headings used throughout this document are for purposes of convenience and reference only and shall in no way limit, alter, interpret, or affect the provisions, conditions, or agreements contained herein.

32. Prior to commencement of construction (excavating, grading, etc) of any well access road and/or well site on or across the leased premises, Lessee shall first obtain Lessor's approval of the primary contractor Lessee intends to use for such construction. Any such approval by Lessor shall not be unreasonably withheld or denied, and any subcontractors and/or secondary services shall not be subject to Lessor's approval.

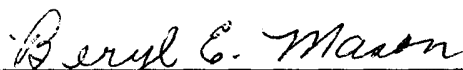
33. Lessee does not acquire, pursuant to the terms of this oil and gas lease, the right to transport foreign gas across the premises described in this lease. Lessee has acquired only the right to transport and convey all oil and gas produced from the premises described and all oil and gas produced from the premises unitized herewith.
34. All access roads used by the Lessee pursuant to it's drilling and producing operations on the leased premises shall by kept in a passable condition, free of significant ruts. Lessee shall utilize shale, gravel, or crushed stone and sluice pipes, where necessary, to maintain the condition of the roads. Upon request of Lessor, Lessee shall erect and maintain a gate on any access road used by Lessee. If the gate is locked, a keyt shall by furnished to the Lessor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, as of the Date Hereof.

LESSOR:

WITNESS:





Beryl E. Mason

LESSEE:

ATTEST:

TriEnergy Holdings, LLC
By: Joe Bojalad
Its: President

This document prepared by:

TriEnergy Holdings, LLC
P.O. Box 89
412 Beaver Street
Sewickley, PA 15143

- ACKNOWLEDGMENTS -

State of West Virginia)

County of Marshall)

ss:

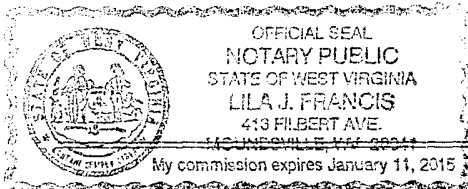
On the 27 day of OCTOBER in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Beryl E. Mason

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: Jan 11 2015

Lila J. Francis (SEAL)
Notary Public



Commonwealth of Pennsylvania :

: ss

County of Allegheny :

On this the _____ day of _____ 2009, before me personally came Joe Bojalad, who, being by me duly sworn, did depose and say that he is the President for TriEnergy Holdings, LLC, the limited liability company described in and which executed the annexed Lease; and that he signed his name thereto by the requisite authority vested in him by said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission Expires:
(SEAL)

Notary Public

MEMORANDUM OF OIL AND GAS LEASE

West Virginia

The undersigned Beryl E. Mason, a widow
of RR# 5, Box 148-1, Moundsville, WV 26041 as Lessor
and TriEnergy Holdings, LLC, P.O. Box 89, Sewickley, PA 15143, as Lessee, entered into an Oil and
Gas Lease as of the _____ day of _____, 2009. Said lease covers all that certain
tract of land situate in the District of Washington, in Marshall County,
State of West Virginia, bounded and described generally as follows:

On the North by: n/f:

On the East by: n/f:

On the South by: n/f:

On the West by: n/f:

Tax Parcel No: 14-04-43 14-3-11

Containing 155.18 acres, more or less, being the same land conveyed by Lloyd Dorsey et al, dated
April 24th, 1964; and by Robert C. Morris, dated November 24th, 1986
and recorded in the records of
said county in Book 369 & 530, Page 154 & 102 respectively.

Under the terms of the aforesaid lease, the said property was leased by Lessor to Lessee for a term of Five (5) years from the date thereof and so long thereafter as oil or gas are produced from said land in
paying quantities or the lease is otherwise maintained pursuant to the provisions thereof.

Dated: 10-27, 2009.

WITNESS: [Signature]

LESSOR:
Beryl E. Mason (SEAL)
Beryl E. Mason

(SEAL)

Approved by:

Joe Bojalad, President
TriEnergy Holdings, LLC

State of West Virginia)
County of Marshall) ss:

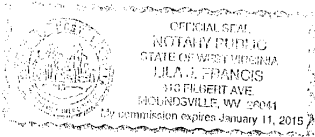
On the 27 day of October in the year 2009, before me, the undersigned, a Notary
Public in and for said state, personally appeared Beryl E. Mason, a widow

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)
is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person
upon behalf of which the individual(s) acted, executed the instrument

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: Jan 11 2015

[Signature]
Notary Public



STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing
date on the 15th day of December, 2010, was presented for and by me, admitted to record in my office upon the
above certificate as to the parties therein named this 22nd day of December, 2010, at 9:44 o'clock A.M.

TESTE: [Signature] Clerk.